

BEFORE THE FEDERAL ELECTION COMMISSION

IN THE MATTER OF

MUR 5181

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FEDERAL ELECTION
COMMISSION
OFFICE OF GENERAL
COUNSEL

AFFIDAVIT

I, William Griffiths say as follows:

1. I am Vice-President of Bruce W. Eberle & Associates, Inc. ("Eberle") and Omega List Company ("Omega"). I have served in this capacity since January of 1995. In this role, I oversee the day-to-day operations and financial operations of both corporations. We conduct direct mail fundraising and manage mailing lists for several different clients. Solicitations mailed out often consist of letters signed by recognizable personalities. The individuals signing these letters sometimes get something in exchange for their signature, but usually they do not receive anything. However, when they do receive something it could be cash; sometimes it is the use of the names.

2. Spirit of America PAC ("Spirit of America") and Ashcroft 2000 were clients of Eberle and Omega.

3. Eberle developed fundraising solicitations on behalf of both Spirit of America and Ashcroft 2000 and Omega managed mailing lists for each committee.

4. In response to a request for change in ownership of the lists, staff of Eberle sent out a memorandum dated 11/10/99 to Garrett M. Lott, of Spirit of America and Ashcroft 2000 asking that he formally put this request in writing. Omega regularly keeps records of ownership of lists it manages as well as records to whom list rental income (LRI) is due from use of such lists. Any change in list ownership should be documented in writing.

5. By letter dated 12/10/99, Garrett M. Lott informed Omega that "[i]t is the intention of Senator Ashcroft that all list rental income assuming Spirit of America's debt has been paid off, be attributed to Ashcroft 2000. The list rentals dating back to January 1, 1999 fall into this category." In this 12/10/99 letter, Mr. Lott attached copies of LRI checks that had been written to Spirit of America by Omega and requested that those checks be changed to Ashcroft 2000. Mr. Lott further indicated that these checks had not been deposited and would be sent back to us at Omega. During my time at Eberle and Omega I personally do not recall seeing LRI earned by one entity go to a different entity unless there had been a clerical error or a check had been mis-cut, although this may have occurred. I also personally do not recall seeing LRI reassigned from one client to another for checks that had not yet been cut, but again this could have occurred.

6. The 12/10/99 letter alone was not satisfactory for us to re-cut LRI checks. Consequently, we consulted with counsel to make sure that any action taken by us was not in violation of our agreements with the clients. I was concerned that Mr. Lott's request to re-write


the checks was not consistent with the terms of the contract between Eberle and Spirit of America because the contract says that the client, Spirit of America, owns the list and if there were any changes with the contract these changes would have to be in writing.

7. Thereafter, towards the end of December of 1999, we received an undated hold harmless letter from Mr. Lott noting that the Work Product Agreement (WPA) between Spirit of America and John Ashcroft, effective 7/17/98 established John Ashcroft's ownership of the list as well as his ability to direct the LRI. This letter also established that Eberle and Omega shall be held harmless for any and all claims relating, *inter alia*, to the re-direction of LRI from Spirit of America to Ashcroft 2000. Hold harmless agreements are customarily required by Eberle and Omega.

8. After receiving the hold harmless letter I called Mr. Lott and discussed the wisdom of re-issuing the LRI checks from Spirit of America to Ashcroft 2000, and Mr. Lott informed me that the decision had been made to do it this way. We then conformed to the client's directions. Our company Omega then cut a check to Ashcroft 2000 for the LRI that Omega had previously provided by check to Spirit of America, and in accordance with the client's directions, much of the future LRI received by Omega for Spirit of America was also directed to Ashcroft 2000.

9. Eberle's agreement with Ashcroft 2000 was terminated in November of 1999. As a result of this termination, a meeting was requested with John Ashcroft. During this meeting, which took place in late 1999 or early 2000, we asked Mr. Ashcroft to reconsider the decision to terminate us. Mr. Ashcroft informed us that he was involved in a heated campaign, and that the decision had already been made by David Ayres (position held unknown). We did not discuss the specifics of the mailing lists. Mr. Ashcroft was aware that we had done fundraising work for him.

Further the affiant sayeth not.


William Griffiths

Subscribed and sworn to before me, on this 11th day of August 2003.


Sandra J. Reddy
Notary Public